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Applicants Exhibit No. 8

Witness _____

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Exhibit No. 8 (EB-3)

INTERSTATE POWER AND LIGHT COMPANY

TO

THE CHASE MANHATTAN BANK, A NEW YORK BANKING CORPORATION

AND

JAMES P. FREEMAN

As Trustees

**TWENTY FIRST
SUPPLEMENTAL INDENTURE**

Dated as of _____

Providing for the merger of Interstate Power Company, a Delaware Corporation, into IES Utilities Inc., an Iowa Corporation, with IES Utilities Inc. being the surviving corporation of such merger under a new corporate name, Interstate Power and Light Company.

TABLE OF CONTENTS

	Page
PARTIES	1
RECITALS	1

ARTICLE I

ASSUMPTION BY IP&L

Section 1.	Assumption by IP&L, an Iowa corporation, of payment on all bonds outstanding under the Indenture and performance of covenants and conditions of the Indenture	3
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ARTICLE II

TRUSTEES

Section 1.	Trustees accept terms and conditions of the Indenture	3
Section 2.	Trustees entitled to exemption and immunities of the Indenture	3

ARTICLE III

MISCELLANEOUS

Section 1.	Supplemental Indenture to be read and construed in connection with and as a part of the Indenture	4
Section 2.	Recitals of facts to be taken as statements of IP&L and the Trustee	4
Section 3.	Recitals deemed to be part of Supplemental Indenture	4
Section 4.	Supplemental Indenture to be binding upon successors and assigns of the respective parties	4
Section 5.	Execution in several counterparts	4
ATTESTATION CLAUSE		4
ACKNOWLEDGMENTS		6

PARTIES

This Supplemental Indenture, dated as of the _____ day of _____, 2000, is between Interstate Power and Light Company, a corporation organized and existing under the laws of the State of Iowa (hereinafter sometimes called "IP&L" and formerly known as IES Utilities Inc. ("IES")), which was the surviving corporation of a merger pursuant to an Agreement and Plan of Merger, dated as of March 15, 2000, as amended (the "2000 Merger Agreement"), between IES and Interstate Power Company, a corporation organized under the laws of the State of Delaware ("IPW")), party of the first part, and The Chase Manhattan Bank, a New York banking corporation, and James P. Freeman, as Trustees (both of whom are hereinafter referred to as the "Trustees" and the first mentioned of whom is hereinafter referred to as the "Corporate Trustee" and last mentioned of whom is hereinafter referred to as the "Individual Trustee"), parties of the second part,

WITNESSETH:

WHEREAS, a certain Indenture dated as of the 1st day of January, 1948 (hereinafter sometimes termed the "Original Indenture"), was made between IPW, as party of the second part, and The Chase National Bank of the City of New York (later named "The Chase Manhattan Bank") and Carl E. Buckley, as trustees, as parties of the first part, whereby IPW mortgaged and pledged to said trustees and their successors in the trust and assigns, all and singular its properties, real, personal and mixed, then owned, or which might thereafter be acquired (except certain property expressly excepted and reserved from the lien thereof), for the purpose of securing the payment of the principal and interest of all bonds at any time issued and outstanding under the Original Indenture and to secure the performance and observance of all the covenants and conditions upon which said bonds might be issued, received and held, in trust, and subject to the agreements, covenants and conditions expressed in the Original Indenture, which Original Indenture or indentures supplemental thereto were duly recorded in the following counties, in the State of Iowa, to-wit: Allamakee, Blackhawk, Bremer, Buchanan, Butler, Cerro Gordo, Chickasaw, Clayton, Clinton, Delaware, Dubuque, Fayette, Floyd, Hancock, Howard, Jackson, Kossuth, Louisa, Lyon, Mitchell, Plymouth, Winnebago, Winneshiek, Woodbury, and Worth; in the State of Minnesota, to-wit: Blue Earth, Brown, Carver, Cottonwood, Dodge, Dakota, Faribault, Fillmore, Freeborn, Houston, Goodhue, Jackson, Le Sueur, Lincoln, Lyon, Martin, McLeod, Murray, Mower, Nicollet, Nobles, Olmsted, Pipestone, Redwood, Renville, Rice, Rock, Scott, Sibley, Steele, Wabasha, Waseca, Watonwan, Winona, and Yellow Medicine; and in the State of Illinois, to-wit: Carroll, Henry, Jo Daviess, Mercer, Rock Island, and Whiteside; and

WHEREAS, heretofore and at various times IPW duly executed and delivered to The Chase Manhattan Bank and Carl E. Buckley or Arthur F. Henning or C.F. Ruge or J.A. Payne, or C.J. Heinzelmann or James P. Freeman, as Trustees under the Original Indenture, various supplemental indentures to the Original Indenture, assented to by the holders of all the bonds at the time outstanding under the Original Indenture (other than bonds called for redemption with funds deposited with the Corporate Trustee), wherein and whereby the Original Indenture was modified and amended, and certain property was released from or added to the lien of the Original Indenture (the Original Indenture as so modified, amended and supplemented from time to time

by all supplemental indentures thereto, including this Supplemental Indenture, is herein referred to as the "Indenture"); and

WHEREAS, all mortgages or trust indentures prior in lien to the lien of the Original Indenture or the Indenture have been satisfied and discharged of record and the Original Indenture and Indenture are now a first mortgage lien upon the properties subject thereto; and

WHEREAS, all bonds heretofore issued under the Original Indenture or the Indenture have, as of _____, 2000, been retired except the following described outstanding First Mortgage Bonds and Pollution Control Bonds:

FIRST MORTGAGE BONDS:

<u>Dated</u>	<u>Series</u>	<u>Principal Amount</u>	<u>Due Date</u>
September 15, 1991	8-5/8%	\$25,000,000	September 15, 2021
February 15, 1992	8%	\$25,000,000	February 15, 2007
May 15, 1993	7-5/8%	\$94,000,000	May 15, 2023

POLLUTION CONTROL BONDS:

<u>Municipality</u>	<u>Series</u>	<u>Principal Amount</u>	<u>Due Date</u>
City of Clinton, IA	1994A, PCRRB, 6.35%	\$5,650,000.00	December 1, 2012
City of Lansing, IA	1994A, PCRRB, 6.30%	\$5,600,000.00	May 1, 2010
City of Clinton, IA	1994B, PCRRB, 6.25%	\$1,000,000.00	April 1, 2009
City of Lansing, IA	1994B, PCRRB, 5.75%	\$1,000,000.00	June 1, 2003
City of Dubuque, IA	1998, Var./Fix. Rate Dnd. PCRRB (4.30%)	\$2,650,000.00	November 1, 2005
City of Lansing, IA	1998, Var./Fix. Rate Dnd. PCRRB (4.30%)	\$2,300,000.00	November 1, 2008
City of Sherburn, MN	1999, Var./Fix. Rate Dnd. PCRRB (4.05%)	\$3,250,000.00	February 1, 2010
City of Salix, IA	1999, Var./Fix. Rate Dnd. PCRRB (4.26%)	\$7,700,000.00	January 1, 2013

; and

WHEREAS, pursuant to the 2000 Merger Agreement, IPW was merged with and into IES, with IES being the surviving corporation under a new corporate name, Interstate Power and Light Company; and

WHEREAS, pursuant to Section 12.01 of the Indenture, IPW covenanted that any merger of it into any other corporation shall be upon and subject to the following provisions and conditions:

- (1) any such merger shall be on such terms as not to impair the lien and security of the Indenture upon any part of the trust estate or any of the rights and powers of the Trustees or of the holders of the Bonds (as defined in the Indenture); and
- (2) upon such merger, the due and punctual payment of the principal and interest of all Bonds at the time outstanding, according to their tenor, and the due and punctual performance and observance of all the covenants and conditions of the Indenture, shall, by supplemental indenture and as a condition of any merger, be expressly assumed by the successor corporation formed by or resulting from any such merger.

WHEREAS, the terms of the 2000 Merger Agreement in no respect impairs the lien and security of the Indenture, or any of the rights or powers of the Trustees or of the holders of the Bonds thereunder; and

WHEREAS, the Board of Directors of IP&L has, by resolution, authorized the execution and delivery of this Supplemental Indenture;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein and in the 2000 Merger Agreement contained, and of the sum of One Dollar (\$1.00) duly paid by the Trustees to IP&L at the execution of these presents, the receipt whereof is hereby acknowledged, it is hereby covenanted and agreed between IP&L and the Trustees, for the equal and proportionate benefit of the respective holders from time to time of the outstanding Bonds under the Indenture as follows:

ARTICLE I

ASSUMPTION BY IP&L

Section 1. IP&L hereby expressly assumes the due and punctual payment of the principal and the interest of all Bonds at the time outstanding under the Indenture, according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of the Indenture to be kept or performed by IPW.

ARTICLE II

TRUSTEES

Section 1. The Trustees hereby accept this Supplemental Indenture and agree to perform the same upon the terms and conditions set forth in the Indenture.

Section 2. The Trustees shall be entitled in connection with this Supplemental Indenture to all of the exemptions and immunities granted to them by the terms of the Indenture.

ARTICLE III

MISCELLANEOUS

Section 1. This Supplemental Indenture shall be read and construed in connection with, and as part of, the Indenture and as if the Indenture and this Supplemental Indenture were parts of one and the same instrument.

Section 2. The recitals contained in this Supplemental Indenture shall be taken as the statements of IP&L, and the Trustees assume no responsibility for the correctness of the same.

Section 3. The recitals contained herein are deemed to be part of this Supplemental Indenture.

Section 4. This Supplemental Indenture shall be binding upon, and inure to the benefit of, IP&L and its successors and assigns and the Trustees and their respective successors.

Section 5. This Supplemental Indenture may be simultaneously executed in several counterparts, and all said counterparts executed and delivered each as an original shall constitute but one and the same instrument.

IN WITNESS WHEREOF, INTERSTATE POWER AND LIGHT COMPANY has caused this Supplemental Indenture to be signed in its corporate name by its President or one of its Vice Presidents, and to be sealed with its corporate seal, attested by its Secretary or an Assistant Secretary, and THE CHASE MANHATTAN BANK, a New York banking corporation, in its capacity as Trustee, to evidence its acceptance of the trusts hereby created, has caused these presents to be signed in its corporate name by one of its Vice Presidents or an Assistant Vice President, and to be sealed with its corporate seal, attested by a Trust Officer, and said James P. Freeman, in his capacity as Trustee, to evidence his acceptance of said trusts, has hereunto set his hand and seal, all as of the day and year first above written.

INTERSTATE POWER AND LIGHT COMPANY

By: _____

Name: _____

Title: _____

ATTEST:

(INSERT NAME AND TITLE)

[Seal]

Signed, sealed, executed, acknowledged
and delivered by Interstate Power and
Light Company in the presence of:

THE CHASE MANHATTAN BANK, a New York
banking corporation

By: _____
Name: _____
Title: _____

ATTEST:

[INSERT NAME AND TITLE]

[Seal]

Signed, sealed, executed, acknowledged
and delivered by The Chase Manhattan
Bank, a New York banking corporation,
in the presence of:

JAMES P. FREEMAN

Signed, sealed, executed, acknowledged
and delivered by James P. Freeman in
the presence of:

STATE OF NEW YORK }
 } SS.
COUNTY OF NEW YORK }

On the _____ day of _____, 2000, before me, a Notary Public in and for said County and State, personally appeared _____, _____ of The Chase Manhattan Bank, one of the corporations described in and which executed the foregoing instrument, to me personally known, who being by me duly sworn, did say that [s]he is an _____ of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Trust Officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Name: _____ Notary Public

My Commission Expires:

[NOTARIAL SEAL]

STATE OF NEW YORK }
 } SS.
COUNTY OF NEW YORK }

On the _____ day of _____, 2000, before me, a Notary Public in and for said County and State, personally appeared James P. Freeman, one of the Trustees mentioned in the foregoing instrument, personally known to me to be the person named in and who executed the foregoing instrument, and acknowledged to me that he, as such Trustee, executed and delivered the said instrument as his free and voluntary act and deed, for the uses and purposes therein set forth.

Name: _____, Notary Public

My Commission Expires:

[NOTARIAL SEAL]

STATE OF IOWA }
 } SS.
COUNTY OF _____ }

On the _____ day of _____, 2000, before me, a Notary Public in and for said County and State, personally appeared _____, _____ of Interstate Power and Light Company, one of the corporations described in and which executed the foregoing instrument, to me personally known, who, being by me duly sworn, did say that [s]he is _____ of said corporation; that the seal affixed to the said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Name: _____, Notary Public

My Commission Expires:

[NOTARIAL SEAL]